

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 04-244**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**ANNUAL SUPPLY FOR RESILIENT-SEATED VALVES
AND FIRE HYDRANTS**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon **Wednesday, September 22, 2004** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

SPECIFICATION NO. 04-244
FOR
RESILIENT-SEATED VALVES AND FIRE HYDRANTS
(Lincoln Water System)

1. SCOPE

- 1.1 These specifications cover the following water works materials:
 - 1.1.1 Iron body, bronze-mounted water works resilient-seated gate valves of the non-rising pattern, including cutting-in valves and tapping valves.
 - 1.1.2 Dry barrel, post type "Traffic Model" compression fire hydrants.
- 1.2 Materials specified herein shall meet all requirements of the latest revision of the following standards.
 - 1.2.1 Resilient-seated valves -- American Water Works Association A C509.
 - 1.2.2 Fire hydrants -- American Water Works Association A Standard C502 "Dry Barrel Fire Hydrants", as modified by the supplementary specifications indicated below.
- 1.3 The term of agreement is one (1) year, January 2, 2005 through December 31, 2005, with option to renew for three (3) additional one-year terms.

2. BRAND NAMES

- 2.1 In an effort to minimize inventory of parts and to standardize material within the Lincoln Water System, the following materials are the only materials which will be accepted for Lincoln Water System installations:
 - 2.1.1 Resilient-Seated Valves
 - Kennedy
 - Mueller
 - American Darling
 - Waterous
 - Clow
 - 2.1.2 Fire Hydrants
 - Kennedy Guardian
 - Mueller Centurion 423
 - Clow Medallion
 - American Darling B84B

3. DEMONSTRATIONS/SAMPLES

- 3.1 Samples of alternates must be tested and approved by the Lincoln Water System one (1) year in advance of bidding.
 - 3.1.1 Samples shall be submitted on or before March 1 of any calendar year.
 - 3.1.2 Samples approved for use within the Lincoln Water System will be included in the list of acceptable material for subsequent Notice to Bidders.
 - 3.1.3 The approval of material for use within Lincoln Water System is vested solely with the City of Lincoln.
- 3.2 All samples shall be delivered to:
 - Lincoln Water System
 - Distribution Shop
 - 2021 North 27th St.
 - Lincoln, Nebraska 68503

4. BIDDING PROCEDURE

- 4.1 If any engineering changes have occurred to the approved material listed within two (2) years above since the preceding Notice to Bidders, bidder must submit with the bid, without charge, one (1) set of drawings and other information indicating:
 - 4.1.1 The manufacturer.
 - 4.1.2 The principal dimensions, weight, materials of construction and pressure ratings.
 - 4.1.3 Where catalog sheets are submitted, the applicable information must be clearly indicated by circling each item or otherwise clearly indicating the pertinent information on each page submitted.

5. DELIVERY

- 5.1 Unit bid prices shall include all delivery costs, including shipper's charges and unloading time, at the following delivery point:
 - Lincoln Water System
 - Distribution Shop
 - 2021 North 27th Street
 - Lincoln, Nebraska 68503
- 5.2 Deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m. on the normal City of Lincoln workdays.

6. ACCEPTANCE OF MATERIAL

- 6.1 Orders will normally be made on standard purchase orders issued by the Purchasing Agent.
 - 6.1.1 Orders may be placed by telephone directly by the Lincoln Water System.
 - 6.1.2 In any event, all orders will be assigned an order number.
- 6.2 All correspondence, including acknowledgment of receipt of order, packing lists and invoices, shall carry the order number assigned by the City of Lincoln.
- 6.3 Contractor shall group materials on his invoices as they are grouped on the City of Lincoln's order.
- 6.4 With the completion of an order, Contractor shall furnish to the City of Lincoln affidavits from the manufacturer(s) of the materials that all material supplied fully conform with the A standards listed in 1.2, above and the supplementary specifications and that all test requirements have been met.

7. RESILIENT-SEATED VALVES(INCLUDES TAP VALVES, CUT-IN VALVES AND GATE VALVES)

- 7.1 All 12 inch diameter and smaller valves herein specified shall be designed for not less than 200 psi working pressure and shall be tested for not less than 400 psi hydrostatic pressure.
- 7.2 All valves shall be opened by turning to the left in a counterclockwise direction.
- 7.3 Operators shall be equipped with standard A two-inch square operating nut.
- 7.4 Ends shall be mechanical joint except where otherwise noted.
- 7.5 All materials shall comply with A Standard C509 latest revision with the following exception.
 - 7.5.1 All bronze for the various interior valve components which come in constant contact with water shall be as specified herein.
 - 7.5.2 In no case shall bronze for those interior valve parts contain more than 2% aluminum or more than 16% zinc.

- 7.5.3 Also, all exterior bolts and nuts shall be constructed of corrosion-resistant stainless steel Grade 304.
- 7.5.4 The tee-head bolts and hex nuts of the M.J. accessories shall be fabricated from stainless steel, an alloy steel known in the industry as "Cor-Ten" or "Ductile Durabolt".
- 7.6 All valves shall be provided with "O" ring seals.
- 7.7 All valves shall be capable of being re-packed under pressure in the open position.
- 7.8 All valves, including tap valves, shall be furnished complete with all accessories TO MAKE BOTH END CONNECTIONS.
- 7.9 All valves shall be banded to and shipped on pallets to facilitate unloading and storage.
- 7.10 All valves shall be coated with a fusion-bonded epoxy or two-part liquid epoxy meeting AWWA C550 and NSF61.

8. DRY BARREL FIRE HYDRANTS

- 8.1 All hydrants shall be pumper hydrants of the compression type with the main valve closing with line water pressure.
 - 8.1.1 The barrel and operating mechanism shall be so designated that in the event of an accident, damage or breaking of the hydrant above or near the grade level, the main valve will remain closed and reasonably tight against leakage.
- 8.2 The main valve opening shall be 5 1/4" in diameter.
- 8.3 Hydrants shall be designed for a depth of bury of 5 1/2 feet and 6 1/2 feet measured from the bottom of the connecting pipe to the ground line at the hydrant.
- 8.4 The inlet connection shall be provided with a 6" mechanical joint inlet at the base, complete with all joint materials.
- 8.5 All hydrants supplied shall contain two (2) 2 1/2" hose nozzles and one (1) 4 1/2" pumper nozzle 18 inches above the ground line.
 - 8.5.1 A detailed drawing is attached which depicts the dimensions of the nozzles and operating nut.
 - 8.5.2 In addition, the Lincoln Water System shall supply to the successful bidder, one - 2 1/2" and one - 4 1/2" nozzle to extract exact dimensions.
 - 8.5.3 The bidder shall verify exact dimensions and tolerances prior to the manufacturing of the hydrants by submitting a sample die to Lincoln Water System for approval.
 - 8.5.4 Hydrants shall be designed so that the direction of the nozzles can be changed by rotating the above ground section of the barrel without excavating the hydrant.
 - 8.5.5 The ground line will be at least 18 inches from centerline of the 4 1/2 inch pumper nozzle.
- 8.6 The water working pressure design shall be 150 PSI (300 PSI hydrostatic test).
 - 8.6.1 Fire hydrants shall be subject to two (2) hydrostatic tests by the manufacturer in accordance with A Standard C502.
 - 8.6.2 No leakage is permitted through castings, joints or the main valve during either test.
- 8.7 Hydrants shall open by turning to the left in counterclockwise direction and hydrant tops shall be so marked with an arrow.
 - 8.7.1 The size and shape of the operating nut shall be as indicated on the attached drawing and form a part of these specifications.

- 8.8 The color of the finished paint above the ground shall be "Fire Hydrant" red equal to painting specifications.
- 8.8.1 Painting Specifications:
Primer: Tnemec Pota - Pox II
2-3 mils thickness
Top Coat: Color Mueller Red
Sherwin Williams Kem 400 enamel
Two coats: 4 mil each
Clear coat: Sherwin Williams clear
One coat: 2 mils
- 8.9 Hydrants shall be designed with a breakable feature at the ground line consisting of breakable bolts or flange and a breakable coupling on the stem.
- 8.9.1 Hydrants shall be capable of accommodating an extension section for extension of the hydrant barrel in 6" increments.
- 8.10 Drain valves shall operate automatically each time the main valve is opened or closed.
- 8.10.1 Drain valves shall be automatically force flushed each time the hydrant is operated.
- 8.11 The operating mechanism shall be so assembled that it can be easily removed through the top of the barrel without excavating the hydrant.
- 8.11.1 The hydrant shall be so designed that when it is in place no excavation is required to remove the main valve and the movable parts of the drain valve.
- 8.11.2 The bonnet assembly shall be completely sealed from the waterway and shall be drop top permanently factory lubricated.
- 8.11.3 All moving parts shall be bronze or bronze bushed to eliminate any iron-to-iron or iron-to-steel contact.
- 8.11.4 The main valve opening shall be controlled with a positive stop.
- 8.12 All materials utilized in the hydrant construction shall be in strict accordance with A C502 with the exception of the bronze.
- 8.12.1 Brass or bronze for various hydrant components shall be as specified hereafter.
- 8.12.2 IN NO CASE shall the interior bronze hydrant components which come in constant contact with water, contain more than 2% aluminum or more than 16% zinc.
- 8.12.3 Grade B and C bronze shall not be used.
- 8.12.4 Also, all exterior bolts and nuts shall be constructed of a corrosion-resistant stainless steel Grade 304.
- 8.12.5 The tee-head bolts and hex nuts of the M.J. accessories shall be fabricated from stainless steel or an alloy steel known in the industry as "Cor-Ten".
- 8.13 All hydrants supplied must be capable of being disassembled with a short disassembly wrench.
- 8.14 All seals and gaskets utilized in the hydrant construction shall be "O" rings. The seals shall be designed for dynamic applications.
- 8.15 All hydrants shall be banded to and shipped on pallets to facilitate unloading and storage.
- 8.16 All hydrant extensions shall have Grade 304 stainless steel bolts.

COMPANY NAME _____

**PROPOSAL
SPECIFICATION NO. 04-244**

BID OPENING TIME: 12:00 NOON

DATE: September 22, 2004

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE ANNUAL REQUIREMENTS FOR:
RESILIENT-SEATED VALVES AND FIRE HYDRANTS
(LINCOLN WATER SYSTEM)**

BIDDING SCHEDULE

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
<u>GATE VALVES</u>				
1.	6" RESILIENT-SEATED GATE VALVE, MJ MFG. _____ MODEL _____	300 EA	\$ _____	\$ _____
2.	8" RESILIENT-SEATED GATE VALVE, MJ MFG. _____ MODEL _____	18 EA	\$ _____	\$ _____
3.	10" RESILIENT-SEATED GATE VALVE, MJ MFG. _____ MODEL _____	1 EA	\$ _____	\$ _____
<u>TAP VALVES</u>				
4.	4" RESILIENT-SEATED TAP VALVE, FL X MJ MFG. _____ MODEL _____	45 EA	\$ _____	\$ _____
5.	6" RESILIENT-SEATED TAP VALVE, FL X MJ MFG. _____ MODEL _____	40 EA	\$ _____	\$ _____
6.	8" RESILIENT-SEATED TAP VALVE, FL X MJ MFG. _____ MODEL _____	12 EA	\$ _____	\$ _____

Company Name _____				
<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
7.	10" RESILIENT-SEATED TAP VALVE, FL X MJ MFG. _____ MODEL _____	1 EA	\$ _____	\$ _____
8.	12" RESILIENT-SEATED TAP VALVE, FL X MJ MFG. _____ MODEL _____	2 EA	\$ _____	\$ _____
9.	16" RESILIENT-SEATED TAP VALVE, FL X MJ MFG. _____ MODEL _____	1 EA	\$ _____	\$ _____
<u>CUT-IN VALVES</u>				
10.	4" RESILIENT-SEATED CUT-IN VALVE, MJ MFG. _____ MODEL _____	16 EA	\$ _____	\$ _____
11.	6" RESILIENT-SEATED CUT-IN VALVE, MJ MFG. _____ MODEL _____	18 EA	\$ _____	\$ _____
12.	8" RESILIENT-SEATED CUT-IN VALVE, MJ MFG. _____ MODEL _____	2 EA	\$ _____	\$ _____
13.	10" RESILIENT-SEATED CUT-IN VALVE, MJ MFG. _____ MODEL _____	1 EA	\$ _____	\$ _____
14.	12" RESILIENT-SEATED CUT-IN VALVE, MJ MFG. _____ MODEL _____	1 EA	\$ _____	\$ _____
TOTAL, ITEMS 1 - 14, COMBINED				\$ _____
<u>FIRE HYDRANTS</u>				
15.	FIRE HYDRANT, DRY BARREL, COMPRESSION TYPE, 5 1/4" MAIN VALVE, 5 1/2' BURY. MFG. _____ MODEL _____	200 EA	\$ _____	\$ _____
16.	FIRE HYDRANT, DRY BARREL, COMPRESSION TYPE, 5 1/4" MAIN VALVE, 6 1/2" BURY. MFG. _____ MODEL _____	100 EA	\$ _____	\$ _____
TOTAL, ITEMS 15 & 16, COMBINED				\$ _____
<u>HYDRANT EXTENSIONS</u>				
17.	4" X 6" MUELLER 107	4 EA	\$ _____	\$ _____
18.	5 1/4" X 6" MUELLER CENTURION	4 EA	\$ _____	\$ _____
19.	5 1/4" X 12" MUELLER CENTURION	2 EA	\$ _____	\$ _____
20.	5 1/4" X 18" MUELLER CENTURION	1 EA	\$ _____	\$ _____

Company Name_____

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
21.	5 1/4" X 24" MUELLER CENTURION	1 EA	\$_____	\$_____
22.	5 1/4" X 6" KENNEDY GUARDIAN K81A	1 EA	\$_____	\$_____
23.	5 1/4" X 12" KENNEDY GUARDIAN K81A	1 EA	\$_____	\$_____
24.	5 1/4" X 18" KENNEDY GUARDIAN K81A	1 EA	\$_____	\$_____
25.	5 1/4' X 24" KENNEDY GUARDIAN K81A	1 EA	\$_____	\$_____
26.	5 1/4" X 6" AMERICAN DARLING B62B	4 EA	\$_____	\$_____
27.	5 1/4" X 12" AMERICAN DARLING B62B	4 EA	\$_____	\$_____
28.	5 1/4 X 18" AMERICAN DARLING B62B	4 EA	\$_____	\$_____
29.	5 1/4 X 24" AMERICAN DARLING B62B	1 EA	\$_____	\$_____
30.	5 1/4" X 6" AMERICAN DARLING B84B	1 EA	\$_____	\$_____
31.	5 1/4" X 12" AMERICAN DARLING B84B	2 EA	\$_____	\$_____
32.	5 1/4" X 18" AMERICAN DARLING B84B	2 EA	\$_____	\$_____
33.	5 1/4" X 24" AMERICAN DARLING B84B	1 EA	\$_____	\$_____
34.	5 1/4" X 6" M & H STYLE 129	2 EA	\$_____	\$_____
35.	5 1/4" X 12" M & H STYLE 129	2 EA	\$_____	\$_____
36.	5 1/4" X 18" M & H STYLE 129	1 EA	\$_____	\$_____
37.	5 1/4" X 24" M & H STYLE 129	1 EA	\$_____	\$_____
38.	5 1/4" x 6" M & H STYLE 929 Reliant	10 EA	\$_____	\$_____
39.	5 1/4" X 12" M & H STYLE 929 Reliant	10 EA	\$_____	\$_____
40.	5 1/4" X 18" M & H STYLE 929 Reliant	10 EA	\$_____	\$_____
41.	5 1/4" X 24" M & H STYLE 929 Reliant	10 EA	\$_____	\$_____
42.	5 1/4" X 6" Clow Medallion	25 EA	\$_____	\$_____
43.	5 1/4" X 12" Clow Medallion	25 EA	\$_____	\$_____
44.	5 1/4" x 18" Clow Medallion	25 EA	\$_____	\$_____
45.	5 1/4" x 24" Clow Medallion	25 EA	\$_____	\$_____
46.	5 1/4" x 6" M & H 129I Regent	10 EA	\$_____	\$_____
47.	5 1/4" X 12" M & H 129I Regent	10 EA	\$_____	\$_____
48.	5 1/4 X 18" M & H 129I Regent	10 EA	\$_____	\$_____
49.	5 1/4" x 24" M & M 129I Regent	10 EA	\$_____	\$_____

TOTAL, ITEMS 17 - 49 COMBINED

\$ _____

BID SECURITY REQUIRED:

Yes _____ Amount: _____

No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option:

Yes _____

No _____

TERM PRICE CLAUSE BIDDER MUST STATE

(a) Bid prices firm for the full contract period: _____; or

(b) Bid prices subject to escalation/de-escalation: _____.

(c) If (b), state period for which prices will remain firm:
Through _____.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

 YES NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____

TITLE: _____

PHONE NO. _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPEC.04-244**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS (After
receipt of individual orders)

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, **after** tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov
Keyword: bid

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.